

PARTICIPANT AGREEMENT, RELEASE AND ACKNOWLEDGEMENT OF RISK

In consideration of the services of ZENITH GYMNASTICS, LLC., their agents, owners, officers, employees, and all other persons or entities acting in any capacity of their behalf, I hereby agree to release and discharge ZENITH GYMNASTICS, LLC., on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I understand and acknowledge that the activity I or my child are about to engage in poses known risks and unanticipated risks which could result in injury, paralysis, death, emotional distress, or damage to myself or my child, to property, or to third parties. The following describes some, but not all, of those risks. Cheerleading entails risks that simply cannot be eliminated without jeopardizing the essential qualities of the activity. Without a certain degree of risk, cheerleading students would not improve their skills, and the enjoyment of the sport would be diminished. Cheerleading exposes its participants to the unusual risk of cuts and bruises. Other more serious risks exist as well. Traveling to and from practice, shows, competitions, and exhibitions raises the possibility of any manner of transportation accidents. In any event, if you are injured, you may require medical assistance at your own risks.
2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, no one is forcing me or my child to participate, and we elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge and agree to hold harmless and indemnify ZENITH GYMNASTICS, LLC. from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with me or my child's participation in this activity, including those allegedly attributable to the negligent acts or omissions of ZENITH GYMNASTICS, LLC.
4. Should ZENITH GYMNASTICS, LLC. or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and reimburse them for such fees and costs.
5. I certify that I or my child have health, accident and liability insurance to cover any bodily injury or property damage I may cause or suffer while participating in this event, or else I agree to bear the costs of such injury or damage to myself, I further certify that I or my child have no medical or physical condition which could interfere with me or my child/s safety in this activity, or else I am willing to assume and bear the costs or all risks that may be created, directly or indirectly, by any such condition.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my rights to maintain a lawsuit against ZENITH GYMNASTICS, LLC on the basis of any claim from which I have released them herein. In the event that I file a lawsuit against ZENITH GYMNASTICS, LLC., I agree to do so solely in the state of North Carolina, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect.

I have had sufficient opportunity to read this entire document. I have read and understand it, and I agree to be bound by its terms.'

Signature of Participant _____ Print Name _____

Address _____

Phone _____ Date _____

PARENT'S OR GUARDIANS ADDITIONAL INDEMNIFICATION (MUST BE COMPLETED FOR PARTICIPANTS UNDER THE AGE OF 18)

In consideration of _____ (print minor's name), Minor being permitted by ZENITH GYMNASTICS, LLC. to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless ZENITH GYMNASTICS, LLC. from any and all Claims which are brought by or on behalf of Minor, and which are in any way connected with such use of participation by Minor.

PARENT OR GUARDIAN SIGNATURE _____ DATE _____